

CLYDE E. FRAZIER

IBLA 78-299

Decided July 25, 1978

Appeal from decision of New Mexico State Office, Bureau of Land Management, dismissing appellant's protest against the issuance of oil and gas lease NM 31851.

Affirmed.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: Applications: Drawings

An offeror's use of a leasing service's address on a simultaneous noncompetitive oil and gas lease offer drawing entry card does not disqualify the offer.

2. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: Applications: Attorneys-in-Fact or Agents -- Oil and Gas Leases: Applications: Drawings -- Oil and Gas Leases: Applications: Sole Party in Interest

Where there is no evidence in the administrative record that the offeror with first priority in a drawing of simultaneous noncompetitive oil and gas lease offers is not the sole party in interest, the burden is on a protestant attacking the validity of the offer to prove an accusation that there is an agreement giving the filing service an enforceable interest in the lease to be issued.

APPEARANCES: Clyde E. Frazier, pro se.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

Clyde E. Frazier has appealed from a decision of the New Mexico State Office, Bureau of Land Management (BLM), dated January 31,

1978, dismissing his protest against the issuance of oil and gas lease NM 31851 in connection with a simultaneous drawing held by BLM on October 11, 1977, for parcel # NM 1120.

Frazier, whose drawing entry card (DEC) was drawn with second priority, protested the award of a lease to the first drawees, William Bergeron and Jeanette C. Bergeron.

Frazier claimed that the Bergerons' agent, Best Ventures, violated provisions of the Securities Act of 1933, and questioned their use of the address of Best Ventures on the DEC.

The State Office dismissed the protest pointing out that the use of the address of the filing service does not in itself give the offeror or agent a greater probability of successfully obtaining a lease. The State Office found that appellant had not proved his allegations that the filing service is filing offers on behalf of more than one offeror and that there is an enforceable agreement in which the service will participate in the proceeds of the lease.

On appeal Frazier again alleges that the use of the common address of the filing service, Best Ventures, "rather than the true address of the filer leads to and allows coercion, manipulation and conclusion between agents and purchases of oil and gas leases." He also alleges that Best Ventures, through the use of the common address, retains complete control over leases by their clients and that they have a hidden interest in all such leases in violation of the multiple filing clause of 43 CFR 3102.7.

[1] There is no merit in these unsupported allegations. The State Office correctly held that the use of a leasing service's address on a simultaneous noncompetitive oil and gas lease offer DEC does not disqualify the offer. First, there is no regulation barring the use of a common address on a DEC. We have recently considered and rejected similar arguments pointing out that the use of a common address does not disqualify the offer. Virginia L. Jones, 34 IBLA 188, 191 (1978); Nadine Sanford, 31 IBLA 184 (1977).

Next, appellant's allegations of complete control and hidden interest by the filing service do not square with the facts of record. In response to a BLM inquiry of October 28, 1977, the Bergerons filed an additional statement showing the circumstances of their filing arrangements with Best Ventures and setting forth the specifics of how they formulated their offer. This statement clearly indicated that no regulation had been violated. The information shows they did not want Best Ventures to help them sell their lease if they became lessees. They also requested the lease be mailed directly to their

residence or mailing address rather than to that of the filing service. Both factors weigh against a charge of control of the lease by the filing service.

[2] Moreover, the Bergerons have on file a copy of their "application for filing services" with Best Ventures which shows there is no agreement giving the service an enforceable interest in the lease. If there is some other mystical "hidden interest," as appellant would have us believe, he has failed to provide any evidence to support this claim. Where there is no evidence of any violation in the administrative record, the burden is on the protestant to submit material evidence of an accusation that there is an agreement giving the filing service an enforceable interest in the lease, or that the regulations have otherwise been violated, absent which the protest is properly rejected. Virginia L. Jones, supra at 193; Arjay Oil Co., 33 IBLA 102 (1977); Harry L. Mathews, 29 IBLA 240 (1977).

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Edward W. Stuebing
Administrative Judge

We concur:

Douglas E. Henriques
Administrative Judge

Joan B. Thompson
Administrative Judge

